

- f. On the Maturity Date, the final payment under this Modification Agreement will be an amount equal to (i) the unpaid balance of the New Principal Balance, plus (ii) all accrued and unpaid interest on the New Principal Balance, plus (iii) any other amounts owed under the Loan Documents.
- g. **The interest rates applicable to the Interest Bearing Principal Balance as set forth in this Section 2 may be higher than the interest rate that would have applied under the Agreement.**
- h. As used in this Modification Agreement, the term "Billing Cycle" means the days between the closing date for the last monthly statement sent to Borrower and the closing date for the Borrower's current statement. Interest charged under this Modification Agreement will be computed on an "average daily balance" basis. The "average daily balance" is calculated by adding all the "daily balances" during the Billing Cycle and then dividing the total by the total number of days in the Billing Cycle. The "daily balance" is calculated by taking the beginning balance of the Interest Bearing Principal Balance each day and subtracting any payments, unpaid interest, late charges, Return Check Fees and returned payment fees. Interest owed under this Modification Agreement will be computed:
  - ☒ i. by multiplying the "average daily balance" for the Billing Cycle by  $1/12^{\text{th}}$  of the applicable interest rate set forth in Section 2(d) or Section 2(e) above.
  - ☐ ii. by multiplying the "average daily balance" for the Billing Cycle by the number of days in the Billing Cycle and multiplying the product by  $1/365^{\text{th}}$  (or  $1/366^{\text{th}}$  in a leap year) of the applicable interest rate set forth in Section 2(d) or Section 2(e) above.
- i. Monthly payments will be applied first to all unpaid interest on the Interest Bearing Principal Balance, then to any unpaid late charges, Return Check Fees and returned payment fees (if applicable under the Agreement) and then to the Interest Bearing Principal Balance. If Borrower makes a partial prepayment of principal, the Lender may apply that partial prepayment to any unpaid late charges, Return Check Fees and returned payment fees (if applicable under the Agreement) and then to the Interest Bearing Principal Balance. To the extent that the principal prepayment is equal to or exceeds the Interest Bearing Principal Balance, the prepayment will be applied to Deferred Interest. Prepayments will not change the due dates or amounts of monthly payments.
- j. If Borrower elected the Automatic Payment Plan under the Agreement or authorized automatic payment of the Agreement from a deposit account ("Automatic Payment Program"), the Borrower may be required to sign a new authorization to continue the Automatic Payment Program once the monthly payment changes under Section 2(d) and Section 2(e). If the Automatic Payment Program is cancelled, that cancellation will not affect the interest rate required to be paid under this Modification Agreement.
- k. Borrower will be in default under this Modification Agreement if: (i) Borrower fails to make any payment under Section 2 of this Modification Agreement when due; (ii) Borrower fails to keep any of Borrower's agreements under Sections 1, 2 or 3 of this Modification Agreement; (iii) Borrower has provided false or misleading information to Lender; or (iv) Borrower's action or inaction adversely affects the Property or Lender's rights in the Property.
- l. In the event of a default under the Loan Documents, as modified by this Modification Agreement, interest will accrue on the unpaid amount of the New Principal Balance, including after the entire balance is declared to be due in full, at the rate set forth in Section 2(d) or Section 2(e) as applicable when the default occurred.

- m. If Borrower is in default, in addition to any other rights and remedies Lender has under law and subject to any right Borrower may have to cure the default under applicable law, Lender may do any of the following to the extent permitted by law: (a) require immediate payment of the entire unpaid New Principal Balance in full without demand or notice, unless otherwise required by applicable law and (b) recover all expenses related to retaking, holding, preparing for sale and selling the Property and reasonable collection costs, attorneys' fees and legal expenses as permitted by 11 U.S.C. 506 and any other applicable law.
  - n. Borrower's ability to obtain loans or Advances under the Agreement is permanently terminated.
  - o. If Borrower purchased credit insurance or the Line of Credit Protection Plan under the Agreement, such credit insurance or Line of Credit Protection Plan is cancelled.
  - p. The terms in Section 2 will supersede any provisions to the contrary in the Loan Documents, including, but not limited to, the provisions for a variable interest rate or determination of the amount of any finance charge.
3. **Additional Agreements.** Borrower understands and agrees to the following:
- a. All persons who signed the Loan Documents, or their authorized representative(s) have signed this Modification Agreement, unless: (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the Property need not sign this Modification Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing. Any Borrower who signs this Modification Agreement but did not sign the Agreement is not personally obligated to pay the sums secured by the Security Instrument as modified by this Modification Agreement.
  - b. This Modification Agreement supersedes the terms of any modification, forbearance or workout plan that the Borrower has previously entered into with Lender.
  - c. Except as expressly modified by this Modification Agreement, Borrower will comply with and is bound by all covenants, agreements, and requirements of the Loan Documents.
  - d. The Loan Documents as modified by this Modification Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed and remain in full force and effect. Lender's rights include, but are not limited to, the right to charge late charges, Return Check Fees or returned payment fees if and to the extent provided under the Agreement. If Borrower's monthly statement contains a "billing rights statement," Borrower agrees and understands that such statement is no longer applicable, and the terms and conditions set out in such billing rights statement do not apply to this Modification Agreement.
  - e. Nothing in this Modification Agreement will be understood or construed as a satisfaction or release, in whole or in part, of the obligations in the Loan Documents, or to satisfy or release the Security Instrument, in whole or in part.



- f. As of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, Lender shall not exercise this option if applicable law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give Borrower notice that all sums secured by the Security Instrument are due in full. The notice will provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay such amount. If Borrower fails to pay the amount owed prior to the expiration of this period, Lender may exercise any remedies permitted by the Security Instrument.
- g. As of the Modification Effective Date, Borrower understands that Lender will only allow the transfer and assumption of the Loan Documents, including this Modification Agreement, to a transferee of the Property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan Documents including this Modification Agreement. Except as noted in this Section 3(g), this Modification Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- h. Borrower will cooperate fully with Lender in obtaining any title endorsement(s), title insurance product(s) and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the Security Instrument, as modified, retains the same lien position that is in effect prior to the Modification Effective Date and/or is fully enforceable upon modification.
- i. Borrower will execute and deliver such other documents as may be reasonably necessary to either: (i) put into effect the terms and conditions of this Modification Agreement or (ii) correct the terms and conditions of this Modification Agreement if an error is detected after the Modification Effective Date. Borrower understands that a corrected Modification Agreement or letter agreement containing the correction will be provided to Borrower for Borrower's signature. At Lender's option, this Modification Agreement will be void and of no legal effect upon notice of such error. If Borrower elects not to sign any such corrected Modification Agreement or letter agreement, the terms of the original Loan Documents shall continue in full force and effect and such terms will not be modified by this Modification Agreement.
- j. Borrower is solely responsible for the payment of any federal, state and/or local taxes with respect to any principal forgiveness, if provided in Section 1(j). Borrower understands, agrees and acknowledges that Lender has not made any representations to the Borrower concerning the taxability and/or non-taxable status of the any such principal forgiveness.
- k. If any document related to the Loan Documents and/or this Modification Agreement is lost, misplaced, misstated, inaccurately reflects the true terms and conditions of the loan as modified, or is otherwise missing, Borrower will comply with the Lender's request to acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary (all such documents are the "Documents"). Borrower agrees to deliver the Documents within ten (10) days after Borrower receives the Lender's written request for such replacement.

1. **If Borrower consents to receiving calls as described in this section, please sign below:**  
Borrower consents to receiving calls, including calls using an automatic telephone dialing system and/or an artificial or prerecorded voice, and text messages from Lender or any of its affiliates, agents or third party representatives at any and all of Borrower's telephone numbers, including, but not limited to, Borrower's wireless (mobile/cellular) number, or any cell phone number Borrower may provide to Lender, for any purpose related to the Borrower's Account, including servicing purposes and debt collection purposes, with respect to this Modification Agreement and the Loan Documents, the Account related to the Loan Documents and any other account at Lender or any of its affiliates. These calls and messages may incur access fees from Borrower's cellular provider. Lender may monitor telephone calls with Borrower to assure quality service.

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Borrower signature

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Borrower signature

[SIGNATURE PAGES TO FOLLOW]